

EXHIBIT A

SEWER EASEMENT

(the Grantor).
KNOW ALL MEN BY THESE PRESENTS, That GLEN A. WIDING, in consideration of the
of \$10,000.00. (Ten thousand and no/100) Dollars to him paid by the City of Portland
(the Grantee)
a municipal corporation of the State of Oregon, the receipt whereof is hereby
acknowledged, does hereby grant unto said City of Portland, the right to lay down,
construct and perpetually maintain a sewer or sewers, through, under and along

A strip of Land in Section 11, T1N, R1W, W.M., City of Portland, County
of Multnomah and State of Oregon being 15.0 feet in width and lying 7.5
feet on each side of the following described line and its northwesterly
and southeasterly extensions:

Beginning at a point on the north line of vacated NW Ferry Street
lying N 53°19'15" E a distance of 13.47 feet from the northeasterly
line of the Burlington Northern, Inc. (Northern Pacific Railway Co.)
60 foot wide right-of-way; said beginning point also being in the
south-asterly line of the herein named grantors' land; thence N 42°42'
51" W 396.04 feet to a manhole; thence N 41°38'53" W 401.11 feet to a
manhole; thence N 40°34'54" W 372.41 feet to a manhole; thence N 40°31'
25" W 328.35 feet to a manhole; thence N 40°29'20" W 429.48 feet to a
manhole; thence N 65°26'28" W 47.61 feet to a point on the northeasterly
right-of-way line of the hereinabove mentioned railroad, and there
terminating.

TO HAVE AND TO HOLD said easement unto the Grantee as long as Grantee shall
continue to make use of and maintain said sewer line or lines.

The foregoing grant and conveyance shall be subject to the following condition
and Grantee covenants with Grantor as follows:

1. Grantee acknowledges that Grantor shall at all times be able to have full
and unrestricted access to the railroad tracks of the Spokane, Portland & Seattle
Railway adjoining Grantor's entire above-described premises, and that Grantor shall
be able to load or discharge heavy shipments from railroad cars across and over said
easement herein granted. Grantee accepts the risk of placing its said sewer lines
a sufficient depth in the ground so that Grantor may carry on such activities without
damage to Grantee's said sewer lines, it being the intention of the parties that there
shall be no appurtenances to said sewer lines which shall be above the level of the
ground so as to in any way interfere with Grantor's right to use said easement herein
granted.
2. The construction of said sewer line will necessitate as a part thereof the
excavation of a ditch or trench including the digging of sand, dirt, rock and similar
debris. Grantee shall leave any sewer line ditch excavated by it adequately and
properly capped with sand and dirt to provide for settlement in a manner satisfactory
to the Grantor.
3. Grantee shall in a good and workmanlike manner at its expense promptly
restore Grantor's above-described premises, so far as is practicable, to its then
condition prior to the initial construction of said sewer line or to its then condi-
tion prior to any subsequent repair, reconstruction or removal thereof undertaken by
Grantee. In addition (and not in lieu thereof) Grantee shall pay to Grantor any
damages to Grantor's above-described premises or personal property located thereon
caused by Grantee in the exercise of the rights herein granted. If said damages are
not mutually agreed upon, they shall be ascertained and determined by three disin-
terested persons, one to be appointed by Grantor, one to be appointed by Grantee, and
the third by the two so appointed, and the written award of such three persons
be final and conclusive.

4. Grantor reserves and shall have the right of full use and enjoyment of the above-described premises, except as to the rights herein granted, including (without limitation) the right to construct concrete fire-protection walls or an asphalt road or roads on and over the above-described easement, provided however, that no building shall be constructed on said easement without Grantee's written consent, which shall not be unreasonably withheld.

5. Nothing herein shall be construed as a conveyance of any right or title to the surface of the soil along the route of said sewer or of all or any part of the mineral rights underlying the same.

6. Grantee agrees fully to indemnify and save and hold harmless the Grantor from and against any and all liability, or claims of liability, and all expenses incidental to the investigation and defense thereof, which may be asserted against the Grantor on account of, or arising out of, any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property whatsoever, arising out of the exercise by the Grantee of the rights herein granted to it. Grantor shall give the Grantee prompt and reasonable notice of any such claims or actions and Grantee shall have the duty to investigate, compromise and defend the same.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the grantor/above named, have hereunto set/ ^{and grantee} their hands and seals this _____ day of _____ 1973.

GLEN A. WIDING (SEAL)

GRANTOR

CITY OF PORTLAND, a Municipal Corporation

By [Signature]

Mayor

By [Signature]

Commissioner of Public Works

STATE OF OREGON)
) ss.
County of Multnomah)

BE IT REMEMBERED that on this 15th day of January 1973, before me personally came the within-named GLEN A. WIDING, who is known to me to be the identical person described in and who executed the above instrument, and who acknowledged that he executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREBY, I have hereunto set my hand and affixed my official seal the day and year last above written.

Thomas S. Lind
Notary Public for Oregon

My Commission Expires: May 3, 1976

STATE OF OREGON)
) ss:
County of Multnomah)

BE IT REMEMBERED, that on this 14th day of March 1973, before me, the undersigned a Notary Public in and for said County and State personally appeared the within named NEIL GOLDSCHMIDT and LLOYD E. ANDERSON to me known to be the identical individuals described in and who executed the foregoing instrument and acknowledged to me that they were the Mayor and Commissioner of Public Works respectively of the City of Portland, and acknowledged this instrument freely and voluntarily for the uses and purposes therein expressed pursuant to authority of Ordinance No. 136078 passed by the City Council February 22, 1973.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Sylvia L. Braden
Notary Public for Oregon

My commission expires Jan. 3, 1977

10001

SEWER EASEMENT

GLEN A. WIDING

TO

CITY OF PORTLAND

STATE OF OREGON }
Multnomah County }

I, JOHN D. WELDON, Director, Department of Records and Elections and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of setting has received the record and recorded in the Register of said County on

DEED

MAR 14 1 37 PM '93

JOHN D. WELDON
DIR. REC. & ELEC.
MULTNOMAH CO., OREGON

In Book

214

On Page

1495

Witness my hand and seal of office affixed.

JOHN D. WELDON, Director,
Department of Records and
Elections

J. J. [Signature]
Deputy.

Reg-17

RETURN TO CITY AUDITOR
CITY HALL
PORTLAND, OREGON 97204

DM

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